

**LAW OFFICES OF ROTHBLATT LAW, LLC,
LAW OFFICES OF STEVEN D. ROTHBLATT, ESQ.
TELEPHONE (732) 448-1300
CELL: 908-720-5523/FAX (732) 601-1711
E-MAIL: ROTHBLATTLAW@YAHOO.COM
WEBSITE: WWW.ROTHBLATTLAW.COM**

197 ROUTE 18 SOUTH, SUITE 3000, EAST BRUNSWICK NJ 08816

**CERTIFIED BY THE SUPREME COURT OF NEW JERSEY
AS A MUNICIPAL COURT TRIAL ATTORNEY**

Filed via e-courts

April 5, 2022

Superior Court
Law Div. Middlesex County
Courthouse
P.O. Box 2633
New Brunswick, N.J. 08903-2633

Re: Gary Beaumont vs. Vanguard Logistics, et. al

Dear Sir/Madam:

Enclosed please find original Complaint and Case Information Statement in the above matter. Please deduct the filing fee of \$250.00 from our court account #006401984. Thank you for your attention.

Very truly yours,



Steven D. Rothblatt

SDR/rs
Enc.

LAW OFFICES OF ROTHBLATT LAW, LLC.
LAW OFFICES OF STEVEN D. ROTHBLATT, ESQ.
197 ROUTE 18 SOUTH,
SUITE 3000, SOUTH TOWER
EAST BRUNSWICK NJ 08816
TELEPHONE (732) 448-1300

GARY BEAUMONT

Plaintiff

- vs -

VANGUARD LOGISTICS,
and JOHN DOES 1-10
(Fictitious Names)
and ABC COMPANIES 1-10
Fictitious Names)
Defendants

*SUPERIOR COURT OF NEW JERSEY

*

*LAW DIVISION: MIDDLESEX COUNTY

* DOCKET NO.

*

*

* Civil Action

* COMPLAINT,

* JURY DEMAND

and CERTIFICATION

*

*

The Plaintiff GARY BEAUMONT residing at 563 Washington Avenue,
ALBANY NY 12206 by way of Complaint against the Defendant
VANGUARD LOGISTICS located at 300 Middlesex Avenue, Carteret NJ
07008 and Defendant JOHN DOES 1-10 (Fictitious
Names) and and ABC COMPANIES 1-10 (Fictitious Names) says:

COUNT ONE

1. The Defendant VANGUARD LOGISTICS is a company
providing warehouse services for goods that are shipped from
overseas to the United States. The "Defendants" refers

collectively to the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and independent contractors of the Defendant VANGUARD LOGISTICS.

2. Upon information and belief JOHN DOES 1 through 10 and ABC COMPANIES 1-10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and independent contractors of defendant VANGUARD LOGISTICS who have been involved in the conduct which gives rise to this complaint, however are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

3. The Plaintiff entered into an agreement with Defendant VANGUARD LOGISTICS to take possession in its warehouse of a shipment consisting but not limited to his motor cycle referred to as the consignment and as listed in the Bill of Lading. The Plaintiff was shipping the consignment from Sydney, Australia to New York City. The sum of \$1837.35 was paid in total by Plaintiff to Defendant.

4. The defendant assumed full custody, care and control of the consignment pursuant to the contract.

5. On or about September 1, 2021 forklift was dropped upon and destroyed the above motorcycle and other goods contained therein while in the care and custody of the Defendant while in its warehouse. By admission from the warehouse manager and verified by

close inspection the custom made purpose built shipping crate was crushed by a great weight from above.

6. The motorcycle is a total loss. The other items included in the cargo such as a Cannondale Men's Mountain bike, four motorcycle helmets, two wall prints, and two unique and original Australian Native paintings that were framed and packaged were also torn and therefore ruined and a total loss.

7. The shipment had been unloaded but had not yet cleared customs. Plaintiff has been unable to clear Customs as the shipment's destruction renders the motorcycle ineligible for entry into the country.

8. The shipment was in the custody, care and control of the Defendant at the time it was destroyed. The damage to the property was caused by the negligence of Defendant and its employees and the Defendant is liable and responsibility for the entire loss.

9. Plaintiff sustained damages totaling \$39,089.35. The plaintiff requested that the Defendant pay the cost of the loss, however the Defendant has denied responsibility.

WHEREFORE based upon the foregoing allegations the Plaintiff demands judgment against Defendants VANGUARD LOGISTICS and JOHN DOES 1-10 (Fictitious Names) and ABC COMPANIES 1-10 (Fictitious Names) as follows:

- a) Directing that Defendants to pay compensatory damages of \$39,089.35.
- b) Directing defendants to pay plaintiff's legal fees, interest, and costs of court.
- c) For such other relief as this court may deem equitable.

SECOND COUNT

1. The Plaintiff repeats the allegations contained in the First Count as if set forth in full herein.

2. The Consumer Fraud Act N.J.S.A. 56:8-2 (hereinafter known as the "CFA") prohibits the following:

"The act, use, or employment of any unconscionable commercial practice, deception, fraud, false pretense, false promise [or] misrepresentation, or a "knowing concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission in connection with the sale or advertisement of any merchandise or services.

3. The Defendants through its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and independent contractors have engaged in the use of unconscionable commercial practices, false promises, misrepresentations and the knowing concealment, suppression, or omission of material facts in violation of the

CFA in their interactions with Plaintiffs.

4. The Defendants through its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and independent contractors have violated statutes and administrative regulations promulgated pursuant to the CFA in their interactions with plaintiff.

5. The conduct of Defendants in violation of the CFA includes but is not limited to the unconscionable commercial practices, false promises and/or misrepresentations, and knowing omissions of material fact set forth in this complaint.

6. Each unconscionable commercial practice, false promises and/or misrepresentations and/or knowing omissions of material fact by Defendants constitutes a separate violation of the CFA.

7. The Plaintiff relied to his detriment upon the false promises and/or misrepresentations, and knowing omissions of material fact made by the Defendants.

8. The Plaintiff sustained damages as a result of his reliance upon the false promises, material misrepresentations, and knowing material omissions of material fact by Defendants.

9. The acts and omissions of Defendants constituted multiple instances of unlawful practices in violation of the CFA (N.J.S.A. 56:8-1) including but not limited

to the acts and practices alleged in this Complaint.

WHEREFORE based upon the foregoing allegations the plaintiffs demand judgment against defendant VANGUARD LOGISTICS and JOHN DOES 1-10 (Fictitious Names) and ABC COMPANIES 1-10 Fictitious Names):

- a) Directing the Defendants to pay treble or triple damages.
- b) Directing Defendant to pay Plaintiff's legal fees, interest, and costs of court.
- c) For such other relief as this court may deem equitable and just.

JURY DEMAND

The Plaintiffs demand a trial by jury on all issues.

Rothblatt law, LLC.

Dated: April 5 2022

By: _____


Steven D. Rothblatt
Attorneys for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, notice is hereby given that STEVEN D. ROTHBLATT is designated as trial counsel.

Rothblatt law, LLC.

Dated: April 5 2022

By: _____


Steven D. Rothblatt
Attorneys for Plaintiff

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, and further, that there are no other known parties who should be joined herein to the best of our information, knowledge and belief.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Rothblatt law, LLC.

Dated: April 5 2022

By: 

Steven D. Rothblatt
Attorneys for Plaintiff

Civil Case Information Statement

Case Details: MIDDLESEX | Civil Part Docket# L-001764-22

Case Caption: BEAUMONT GARY VS VANGUARD LOGISTICS

Case Initiation Date: 04/07/2022

Attorney Name: STEVEN D ROTHBLATT

Firm Name: ROTHBLATTLAW LLC

Address: 197 ROUTE 18 SOUTH, STE 3000, SOUTH TOWER

EAST BRUNSWICK NJ 08816

Phone: 7324481300

Name of Party: PLAINTIFF : BEAUMONT, GARY

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: GARY BEAUMONT? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? YES

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

04/07/2022
Dated

/s/ STEVEN D ROTHBLATT
Signed

